



(Ireland.)

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TO

Provide for the better securing of and regulating the Custom of Tenant Right as practised in the Province of Ulster, and to secure Compensation to improving Tenants who may not make claim under the said Custom, and to limit the Power of Eviction in certain Cases.

WHEREAS it has long been the Practice in Ireland, that Lands are let to the Tenants occupying the same on determinable Tenures, or at Will, or from Year to Year, without written Agreement, and without any suitable Buildings or other necessary Appendages for residing on and cultivating such Lands, or any sufficient Allowance given or engaged to be given in consideration thereof, or in consideration of any Expenditure necessary or proper to be incurred for draining or otherwise permanently improving the Soil: And whereas the occupying Tenants under such Circumstances have just Cause of Complaint from their Liability to Dispossession without any Security for the Value of their beneficial Interest created by their Capital and Labour expended on the Premises: And whereas it appears that as a Remedy for the aforesaid Causes of Complaint a Custom known by the Name of

Preamble.
Recites the System of letting Lands in Ireland, the Tenant making all Improvements:

Recites the Custom of Tenant Right in

[Bill 43.] A 2 " Tenant

Recites that Tenants have not improved in many Cases from Want of Security for Capital expended; Tenants willing and desirous to improve protected from Eviction for a certain limited Time, paying during that Time the fair Rent for the Premises; 13.

Recites that Arrears have in many Cases accumulated from Failure of Crops and other unavoidable Causes; in such Cases Tenant may claim an Adjustment and Composition of Arrears accumulated before the passing of this Act, to be decided by Arbitration in manner provided in other Cases; 14.

To extend only to Ireland; 15.



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Ulster as a
Security to
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and arbitrary
Eviction.

"Tenant Right" has been established in the Province of Ulster, and more particularly in those Parts called the Ulster Plantation, according to which Custom a Right of continued Occupation is enjoyed by the Tenant in possession, subject to the Payment of the Rent to which he is liable, or such Change of Rent as shall he 5 afterwards settled from Time to Time by fair Valuation, with a Right to sell his Occupation to any solvent Tenant to whom the Landlord shall not make reasonable Objection, and that such Tenant shall not be evicted by the Landlord without being permitted to sell his Interest, or else being paid by the Landlord the Value thereof, 10 as if sold to a solvent Tenant: And whereas on the Faith of this Custom, in Districts wherein it has been established, valuable Improvements have been made, and repeated Sales of Property have taken place, and the present Occupiers are now generally in possession by the Purchase of former Tenants Interests in the Premises ; 15 and in accordance with the said Custom increased Rents have been assessed on and paid by Tenants in consequence of the increased productive Power and letting Value of Lands created by the improved Culture of the Soil under the said Custom: And whereas by the Demand and Enforcement of excessive Rents, through the Means of 20 an unrestrained Power of Eviction, Tenants may be deprived of their just Rights under the said Custom, and of the Enjoyment of the Fruits of their Labour and Capital, without any adequate Compensation for the same; and it is expedient to give a more effectual Protection to such Tenants: And whereas in other Parts of Ireland 25 where the aforesaid Custom does not prevail there is no Security for Capital expended by the Tenant, and divers Evils have arisen therefrom, and it is necessary that speedy Remedies be devised for the same: Be it therefore enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual 30 and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

All Buildings
and Im-
provements
producing
increased
Value made
at the Cost
of the Tenant
devoted to be
the Tenant's
Property.

I. For the Purposes of this Act, all Improvements of the Soil, and all Buildings, and all Works of every Description, by means of which the annual letting Value or Fee Simple Interest of the Pre- 35 mises shall be or shall have been increased, and which shall be or shall have been made at the Cost or by the Labour of the Tenant, or purchased or inherited by him from his Predecessor, shall be taken to be the Property of such Tenant, subject to the Rules herein-after provided; and that from and after the passing of this Act no Person 40 in occupation of Lands or Premises, being Tenant thereon as in this Act herein-after defined and qualified, and having made Improvements thereon of the Nature aforesaid, and paying a Rent such as shall be agreed upon between the Parties, or settled as in this Act provided,

provided, shall be evicted therefrom unless he shall have first received from his Landlord or from the in-coming Tenant, by Sale or Agreement, the marketable Value of his Interest according to the Tenant Right Custom, where such Custom is proved to exist, or (in Districts where such Custom may not be practised, and the Tenant shall have made such Improvements, Buildings, or Works, and shall not be entitled or shall not think fit to make claim under the said Customs,) fair Compensation for the Value of all Labour and Capital expended in Improvements of the Nature herein-before stated, and which are by this Act declared to be the Property of the Tenant, and for his Interest in the Premises, and for any Loss or Injury he may sustain by Dispossession therefrom, to such Amount as shall be determined by any Award made according to the Rules in this Act directed to be observed for ascertaining the same: Provided always, that no Landlord shall be liable or required to make any Payment on the Grounds of Tenant Right or Improvements if such Landlord shall continue the Tenant (or any solvent Person to whom such Tenant may desire to sell or assign his Interest) in the Occupation of the said Premises at such annual Rent as shall be agreed upon between the Parties, or shall be settled by any Award as aforesaid; and provided also, that no Tenant shall be entitled to make claim of Compensation for his Tenant Right unless increased Value has been created by his Labour or Capital.

No Tenant, having made Improvements as aforesaid, to be evicted without being paid for his Tenant Right, where the Custom exists, or else the Value of Improvements, &c.

Provide: Landlord not liable to pay Tenant Right or Compensation if he continues the Tenant at the Rent agreed on or awarded under the Provisions of this Act.

Provide: Claimant must prove increased Value created.

II. In the Construction of this Act, the Word "Tenant" shall be understood to mean a Person or Party in the actual Occupation of Land let for the Purposes of Agriculture, and all Buildings thereon or held therewith, with their Appurtenances, but which shall not have been let for Conacre, or for the Purpose of cropping or depasturing for One or Two Seasons only, or for any special or temporary Purpose, but shall have been held by such Person or Party as Tenant at Will, or from Year to Year, for the Space of Years, or for a Term of Years absolute, or determinable on the dropping of a Life or Lives, or for a Life or Lives with or without a Term of Years, and shall not be let for building, or let by the Foot or other linear Measurement calculated on the Extent of Frontage to any Road or Street, or let by Measurement, or under any Provisions denoting that such Letting was intended for the sole Purposes of building, and shall include the Personal Representatives of a Tenant within this Act; and the Word "Landlord" shall be understood to mean the Person or Party entitled to the immediate Possession of the Lands or Premises on the Determination of the Interest of the Tenant, and the legal Representatives of such Person or Party for the Time being, and shall include Bodies Corporate, Companies, and Partnerships, Owner; and the Word

Definition of Terms: "Tenant?"

Landlord:

- "Improvement:" "Improvement" shall be taken to mean all Buildings erected, and all Works done, which would permanently increase the Value or annual Rent of the Premises; and the Word "Award" shall be taken to mean any Decision by Arbitrators, or any Judgment, Decree, or Verdict given under the Provisions of this Act; and the Word
- "Award:"
- "Arbitrators:" "Arbitrators" shall comprehend Arbitrators, Assistant Barrister, Judge of Assize or Jury, as the Case may be; and the Word
- "serve:" "serve" shall be construed to mean either personal Service, or Services on the Attorney, Agent, Bailiff, Steward, or Receiver of the Person or Party to be served, or Service by Delivery at the Place of Abode of such Person or Party, or Service by Transmission through the Post, directed to the last known Address of the Person or Party to be served, within such Time as to admit of its Delivery within the Period prescribed (if any) for the Delivery of the Notice, and in proving any Notice by the Post it shall be sufficient to prove that the Notice was properly directed, and so put into the Office as before required; and the Words "fair Rent" shall be taken to mean the Landlord's just Proportion of the Money Value of the gross Produce (according to the Market Price of such Produce) which the Lands in the Occupation of the Tenant, according to their Quality and Circumstances, are capable of yielding under a fair System of Improvement and Culture, after Allowance has been made for all Labour and the Interest of all Capital expended by the Tenant in cultivating the Land and maintaining the Condition of the Premises, and for all Taxes, Rates, and public Assessments of any kind charged on such Premises, and payable by the Tenant, and in Cases of Buildings or permanent Improvements of the Soil having been made by the Tenant, deducting further from the Rent determined as above the fair annual Interest of all Money due to the Tenant for Capital so expended, the Principal of such Capital being secured to the Tenant under the Provisions of this Act; and the Words "solvent Tenant" shall be taken to mean a Tenant having the Capability to apply the Amount of Labour and Capital reasonably to be required for the proper Cultivation and Improvement of the Holding in his Occupation, according to the Extent of such Holding, and to pay the fair Rent to the Landlord for the same.
- "fair Rent:"
- "solvent Tenant:"

All improvements shall be presumed to have been made by the Tenant unless the contrary be proved by the Landlord.

III. And in ascertaining the Value of the "Tenant Right" of any Land, or the Value to be allowed a Tenant for Improvements, it shall be presumed that all Improvements have been made by the occupying Tenant, or those from whom he has derived, save so far as it shall be proved on the Landlord's Part that such Improvements were actually made by himself, or by those from whom he has derived his Estate, or by those from whom the Tenant has not derived; and the Tenant shall

shall be held entitled to be paid for the Value of all Improvements made by himself, or by those from whom he has derived, according to the Rules herein-after enacted.

The Tenant to be paid for all Improvements made by himself or those from whom he has derived.

IV. If any Tenant, qualified as herein required, who shall desire to
 5 claim the Benefit of this Act, shall be served with a Notice to quit, or with a Declaration in Ejectment, or a Demand of an increased Rent, or if any Tenant so qualified, holding at Will, or from Year to Year, shall serve Notice of Surrender, with a Demand for a reduced Rent, such Tenant shall, within Ten Days after each respectively, serve on
 10 such Landlord a Notice of Claim, which Notice shall be in Writing, and shall state the Amount demanded by such Tenant, and shall also contain a Proposal stating the Rent at which such Tenant would be willing to continue as Tenant on the Premises, also an Offer on the Part of the Tenant to refer the Matter of his Claim to Arbitration,
 15 and such Notice shall contain the Name of an Arbitrator to act in the Matter of such Arbitration; and in case the Claim of the Tenant shall not be adjusted by Agreement between the Parties, such Landlord shall, within Ten Days after the Delivery of such Notice, serve upon such Tenant a Notice containing the Name of an Arbitrator to act
 20 in the Matter of such Arbitration; and it shall be lawful for the said Two Arbitrators so appointed by the Landlord and the Tenant to appoint a Third Arbitrator, and the said Matter in Dispute shall be referred to the Three Arbitrators appointed as aforesaid; and the aforesaid Arbitrators, or any Two of them, shall and are hereby
 25 authorized and empowered, by such Means as they shall think proper, to settle the Amount of Compensation, and all such other Matters as shall be referred to them on the Part of the Landlord or the Tenant under the Provisions of this Act, and to make their Award thereon in Writing, under their Hands and Seals, or under the Hands and Seals
 30 of any Two of them; and such Arbitrators shall, within Three Days after making such Award, forward to each of the Parties a Copy thereof; and the Expenses of such Arbitration shall be paid by such Party or Parties, or in such Proportions as the said Arbitrators shall direct; and in case an Award shall be given in favour of the Tenant,
 35 it shall not be lawful for the Landlord to require a Surrender of the Premises, or to evict the Tenant therefrom, till the Amount so awarded shall be paid or offered to be paid to the Tenant, or Settlement be otherwise made according to the Provisions of this Act.

Tenant being served with Notice to quit, or Notice of Ejectment, or Notice of increased Rent, or Tenant at Will claiming a reduced Rent, shall serve on his Landlord a Notice of his Claim, and shall offer an Arbitration, and name an Arbitrator.

Shall make their Award in Writing, and forward Copies to each of the Parties.

V. And in case an Arbitrator shall not be appointed by the Land-
 40 lord, or in case the Two Arbitrators, if appointed, shall not agree in their Award, or shall not agree about the Appointment of an Umpire, or if from any other Cause an Award shall not be made, and that the Tenant's Claims shall not be acceded to or adjusted by Agreement

If an Arbitration be not agreed to, or if no Award, Tenant may refer his Claim to Bar-

refer at
Quarter Ses-
sions with
respect to
Claims not
exceeding
100*l*.

Provide:
Either Party
may require
a Reference
to a Jury.

All Awards
and Judg-
ments to be
registered
with the
Clerk of the
Peace.

In case of
Claims ex-
ceeding 100*l*
Reference
to be made
to the Judge
of Assize
instead of the
Assistant
Barrister,
subject to the
same Rules
for Reference

between the Parties, within *One Month* from the Time when the Notice of Claim and Arbitration had been served on the Landlord by the Tenant, it shall then be lawful for the Tenant, if the Amount of the Claim shall not exceed *One hundred Pounds*, to refer the Decision of such Claim to the Assistant Barrister at the Quarter Sessions 5 which shall be heard next after the Occurrence of any Event as aforesaid for the Division of the County wherein such Land or Premises shall be wholly or in greater Part situate, provided the same shall not be held sooner than *Thirty-one Days*, and if there shall not be *Thirty-one Days* between the Occurrence of such Event as aforesaid 10 and the Day appointed for holding such Sessions, then such Reference may be heard at the Second Quarter Sessions which shall be holden for each Division of such County after such Event as aforesaid; and the Assistant Barrister, at such First or Second Quarter Sessions, or any Adjournment thereof, upon due Proof that Notice of such 15 Reference has been served on such Landlord at least *Twenty-one Days* before the Day appointed for holding such Sessions, is hereby empowered and required to hear and finally determine the Matter of such Claim: Provided always, that it shall be lawful for either of the Parties concerned to require that the same be referred by the 20 Assistant Barrister to a Jury, and in case he shall be so required, he shall cause a Jury of Twelve Men to be impanelled; and the said Jury shall be constituted from the first Twelve Men, not set aside by Challenge, who shall answer on their Names being called from the List of Jurors summoned to be in attendance at such Court of 25 Quarter Sessions; and all Parties concerned shall have their lawful Challenges against any of the Jurors; and the Decree of the said Barrister, or the Award of the Jury, as the Case may be, shall be final in the Matter of such Claim; and the Costs shall be paid by such Party or Parties, or in such Proportions as the Assistant 30 Barrister, or the Jury, in case of Reference to a Jury, shall direct; and all Awards, Judgments, Decrees, or Verdicts made or given with respect to any Claim aforesaid shall be transmitted to and kept by the Clerk of the Peace among the Records of the County wherein the Decree has been made. 35

VI. And if the Amount of the Claim made by the Tenant shall exceed *One hundred Pounds*, the Reference, as herein-before provided to be made to the Assistant Barrister in Cases where Awards by Arbitrators shall not be obtained, shall, instead thereof, be made to the Judge presiding in the Record Court at the next Assizes (or 40 some subsequent Assizes, as the Case may be,) for the County in which the Premises, or the greater Part thereof, shall be situate, subject to all the same Rules and Provisions with regard to such Reference as those herein-before made for regulating the Reference to the

the Assistant Barrister respecting Sums of a smaller Amount; and the said Judge shall decide on all the Matters so referred to him; provided always, that, if required by either of the Parties, he shall refer the Decision of such Claim to a Jury, which Jury shall be constituted in like Manner and Form as usually practised with regard to Trials in the said Record Court; and the Decision so made shall be final and conclusive in the Matter, and the Costs shall be paid by such Party or Parties, or in such Proportions as the Judge (or the Jury, in case of Reference to a Jury,) shall direct.

to a Jury as before provided.

- 10 VII. And the Arbitrators shall determine the Amount to be awarded on the Claim of the Tenant, according to the Evidence which shall be brought before them; and if the Claim arises in Districts where the Custom of Tenant Right shall be practised, and the Tenant shall make claim under the said Custom, they shall inquire into the Amount which a solvent Tenant would give for such Interest when brought to Sale according to the Practice of said Custom in the District; and where the Custom of such Sale may not be practised, or the Tenant shall not make claim under such Custom, they shall inquire into all Works of Improvement for which Value shall be claimed by the Tenant, whether in the Form of Buildings or Works, to increase the productive Power of the Soil, and to what Extent the said Buildings or Works had increased the Value of the Premises; and they shall allow to the Tenant the Value of all such Buildings or Works, on a reasonable Computation of the Amount expended in their Execution, and of the increased Value thereby created, as measured by the higher Rent which the Premises might be expected to yield, with the Tenant's Improvements, than if such Improvements had not been made; and in all Cases they shall first specify in their Decision what they shall deem to be the fair Rent of the Premises, according to the Definition of "fair Rent" herein-before given in this Act, making all Deductions thereby required to which the Tenant shall be entitled, as the Case may be, and stating in their Award the Prices of Produce on which their Estimate of Rent was founded; and they may, if they shall so think fit, adopt any Valuation of the Premises now made, or which shall hereafter be made, by public Authority, making such Corrections thereof as they shall deem right; and if it shall be proved to the Arbitrators that the Value of the Premises had been deteriorated by Neglect or Mismanagement, or had Cultivation, or any Proceeding on the Part of the Tenant injurious to the Interests of the Landlord, they shall make such Reduction for the same as they think just, and they shall also deduct from the Amount of their Award (if such shall be given in favour of the Tenant) all Rent due to the Landlord; and if there be any Expenditure on the Part of the Landlord towards the Improve-

Rules for Awards.

To be made according to the Custom of Tenant Right where such Custom exists.

In other Cases an equitable Valuation to be made, and Compensation awarded according to the increased Value created.

In all Awards the Arbitrators shall certify the fair Rent of the Premises, and the Prices of Produce on which such Rent was computed; may adopt the Value as ascertained by any public Valuation, corrected as may be deemed fitting; and shall make Allowance from all Awards of

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Compensation, if necessary, for Waste or Deterioration produced by Neglect or Fault of the Tenant.

Tenant must prove the Custom and the Market Value.

The Estimate of the Value of the Tenant Right to be based on the estimated fair Rent of the Premises.

Additional Allowance to be made to the Tenant in certain Cases.

If Landlord supplies necessary Buildings and executes necessary Improvements, in such Cases Claims under the Custom of Tenant Right not admissible; but Tenant may be allowed Compensation for any useful Improvements made by himself.

ment of the Premises, or Allowance made by means of any Settlement, Reduction, or Remission of Rent, in consideration of Improvements executed or to be executed by the Tenant, they shall make fair Abatement accordingly from the Amount of their Award; and in all Cases of disputed Claims under the Custom of Tenant Right it shall be requisite for the Tenant to prove that the Custom had been usually practised in the District in which the Premises might be situate, and also the Value usually given in Cases of the Sale of such Interests; and the Arbitrators shall base their Estimate of the Value of the Tenant Right on the annual Rent which they shall determine as being the fair Rent for the Premises; and if the Rent offered by the Tenant in the Notice herein-before directed to be served on the Landlord shall be equal to what the Arbitrators shall deem to be the fair Rent, after all required Reductions have been made, or if the Tenant shall offer to pay whatever Rent may be awarded as the fair Rent, and the Landlord shall refuse to continue the Tenant at such Rent, and shall require the absolute Surrender of the Premises, and such Landlord shall not prove that there was a Want of reasonable Application of Skill and Labour by the Tenant, so as to produce from that Cause an Injury to his Interests by the Continuance of the Tenant in the Occupation, then in such Case it shall be lawful for the Arbitrators and they are hereby required, in estimating the Amount of their Award, to take into consideration any consequential Loss or Injury the Tenant would sustain by Dispossession from the Premises, and to make such Addition to the Amount of their Award in consideration thereof as they shall deem reasonable and just, and they shall in all Cases make their Decisions according to what they shall to the best of their Judgment deem to be just and equitable between the Parties: Provided always, that if it shall appear in any Case that the Landlord had, at his own Cost, erected the housing, or the substantial Part thereof, reasonably necessary for the Uses of the Farm, and had kept the same in repair, and made the permanent Improvements reasonably necessary for the good Culture of the Soil, or else allowed the Tenant the Cost of all such Buildings and Works of Improvements, in such Case any Claim of Compensation under the Custom of Tenant Right shall not be awarded, but the Tenant shall be allowed fair Compensation for all useful Improvements made at his Cost on the Premises, and for all unexhausted Applications to the Soil necessary under a System of good and clean Husbandry.

If the Landlord offers to continue the Tenant at the Rent

VIII. And in all Cases of disputed Claims to be adjudged under this Act, and in which Decisions shall have been made by any authorized Tribunal, if the Landlord shall offer to continue the Tenant in occupancy at the Rent declared to be the fair Rent by any such Decision,

- Decision, and if such Landlord shall not refuse to permit the Tenant to sell his Interest at the Market Value to a solvent Tenant, if such Tenant shall require to do so, such Landlord shall not be required to pay the Compensation which may be adjudged to be due to the
- 5 Tenant in the event of his being evicted; but such Decision being placed among the Records of the County, as before provided by this Act, shall remain valid as a Register of the Tenant's proved Claims, and if any Cause for a new Adjudication shall at any future Time arise between the Parties, it shall stand in the Tenant's Favour, with such
- 10 Additions or Deductions as the Arbitrators shall deem just; and a Tenancy constituted by means of the Acceptance of the Tenant by the Landlord under any Award as above mentioned shall be taken as a Renewal of the Tenancy for a Period of not less than *Fourteen* Years, subject to the same Conditions of Tenancy in all respects
- 15 (except the Amount of Rent) as those on which the Tenant previously held; and such Tenant, being accepted by the Landlord, and paying the Rent determined by the Award, shall not be liable to be dispossessed from the Occupation during the Period aforesaid, and the registered Record of such Award shall have all the Power and Effect
- 20 of a Lease of the Premises to the Tenant for the said Period; but in case the immediate Lessor of such Tenant, who shall so agree to continue him in the Tenancy under the Provisions of an Award, as aforesaid, shall only have a terminable Interest under some other superior Landlord for a shorter Term unexpired than the aforesaid
- 25 Term of *Fourteen* Years, and the Interest of such immediate Lessor shall terminate before the End of the said Term, in such Case the next superior Landlord, when he becomes in the Position of immediate Landlord to such Tenant, (and each superior Landlord, if there be more than One in succession,) shall have the same Option as the First
- 30 Lessor originally had of paying the Amount of the Award in lieu of a Continuance of Occupation, and such Landlord paying also any Addition thereto which may be adjudged to be due to the Tenant by any further Award to be made in respect to such Matter; and in case of the Possession being demanded by such superior Landlord the
- 35 Tenant shall be entitled to demand a fresh Settlement of his Claims arising since the First Award had been made, in manner herein-before provided in other like Cases; but unless such superior Landlord shall make Demand of the Possession within *One Month* after the Interest of the previous immediate Lessor had terminated, the former Settlement of Rent and Terms shall continue binding on such Landlord during the Period of the unexpired Term of Years as aforesaid: Provided nevertheless, that with reference to any Lettings constituted
- 40 as above the Rent determined by any Award may be liable to Re-adjustment, if the Parties shall so agree, (at such Intervals and in such Manner as shall be mutually settled by any written Agreement made
- 45 [43.] B 2 between

awarded, he shall not be required to pay Compensation.

The Award, being registered, to be valid as a Record of Tenant's Claims in any future Settlement.

All Tenancies under any Award of Tenant Right to be a Letting for not less than *Fourteen* Years.

Provisions in Cases of inferior and superior Landlords.

Proviso: Rent may be re-adjusted at intervals, according to the Change in the Prices

of Produce, if so agreed by the Parties.

between them,) according to the Changes which may occur in the Prices of Produce as compared with those stated in the Award.

If Landlord proceeded against Tenant to eject him, Tenant may plead in Court that his Claim has not been adjudged or settled for, and that Proceedings were pending for that Purpose, or that Award had been made and his Claim was not paid. The Court shall give Judgment in favour of the Tenant in such Cases, unless the Amount of the Award be paid forthwith to the Tenant, or lodged in Court, or sufficient Security given that the Amount of any Decree or Award shall be paid.

IX. And if any Landlord against whom such Claim of Compensation shall be made as aforesaid shall proceed by any Process of Law against the Tenant making such Claim, for the Purpose of recovering the Possession of the Premises in respect whereof such Claim shall have been made, it shall be lawful for such Tenant to prove by Evidence at the Trial of such Ejectment that such Claim has been made on his Part in conformity with the Provisions of this Act, and either that Compensation has been awarded to him, which Compensation has not been paid or tendered to be paid by said Landlord, or that Proceedings were still pending for determining the Amount of Compensation due to the Claimant, and that no unnecessary Delay had taken place on the Part of such Claimant for the Purpose of having his Claim determined; and on Proof thereof, unless the Amount of the Award (if an Award has been made) be forthwith paid to the Tenant, or lodged in Court, or the Claim of the Tenant be otherwise settled for, or sufficient Security be given to the Court before Possession be given to the Landlord, for the due Payment of any Sum which shall be awarded or decreed to be the Amount of the Tenant's Claim, such Tenant shall be entitled to a Judgment or Decree in his Favour in the Matter of such Ejectment.

Recites the letting of Lands under protective Duties, and that therefore a Re-adjustment of Rents is required.

X. And whereas for a Series of Years past Agreements have been made and Leases executed on the assumed Cases that the Prices of Produce would be sustained at certain regular high Rates by means of protecting Duties: And whereas the said Duties have been repealed by an Act of the Tenth Year of the Reign of Her present Majesty, intituled "An Act to amend the Laws relating to the Importation of Foreign Corn:" And whereas the Prices of Produce have since fallen considerably; and, notwithstanding the temporary Advance, which for a short Time they have maintained, the Averages may be expected to be much lower than the assumed Rates under which Agreements as aforesaid were arranged, and it is therefore right that Provision should be made for an equitable Re-adjustment of the Terms of such Agreement: Be it therefore enacted, That any Tenant, as defined and qualified under this Act, holding by Lease or written Agreement made since the Year One thousand eight hundred and fifteen, but before the passing of the aforesaid recited Act, may claim from his Landlord a Re-adjustment of Rent; and in case a Settlement shall not be made such Tenant may give Notice of Surrender (which Notice shall be served not less than Six Months before the Time of such Surrender), and may claim Compensation for his Outlay in Improvements, or for his Tenant

Tenants under Leases made previous to the Act of the 9 & 10 Vict. c. 22. (Repeal of the Corn Laws), and since the Year 1815, may serve Notice of Surrender on the ground of Rent too high, and claim Compensation for Improve-

Tenant Right or Interest, as the Case may be; and such Tenant shall serve a Notice containing an Offer of the Rent at which such Tenant would be willing to continue to hold the Premises, and all Particulars herein-before required in other Cases of Claims made by the Tenant, and also the Name of an Arbitrator; and if the Landlord shall not accept the Tenant at his own Offer of Rent, or at the Rent decided by the Arbitrators, the Tenant shall be entitled to the Compensation which shall be awarded on his making surrender of the Premises; and it shall not be lawful for the Landlord to make use of any Process at Law to recover any Rent which should become due after the Notice of Surrender had been served, until a Settlement should be made of the Tenant's Claims; but if the Tenant should refuse to continue Tenant on the Premises at the Rent determined by the Arbitrators, or shall not pay the Rent so determined, and be ejected for such Nonpayment, such Tenant shall not be entitled to Compensation under the Provisions of this Act: Provided always, that if any Tenant holding by Lease or written Agreement as herein-before stated shall desire to avail himself of the Powers conferred by this Act for a Re-adjustment of Rent, in such Cases such Tenant must serve Notice of his Desire to surrender, and of his Claim for Compensation, on or before the *First Day of May One thousand eight hundred and*

means by Arbitration, or Settlement of Rent by Arbitration. If Landlord refuse the Rent offered by the Tenant, or the Rent settled by the Arbitrators, the Tenant shall be entitled to surrender, and claim the Compensation awarded.

XI. And in case any Tenant, as defined and qualified under this Act, or holding under any Award as in this Act before provided, shall desire to sell his Interest in the Premises, and shall offer a Person as Purchaser who shall not be liable to reasonable Objection on the Part of the Landlord with reference to his not being a "solvent Tenant," as herein-before defined, and such Landlord shall refuse Permission to the Tenant to make such Sale, then in such Case it shall be lawful for such Tenant (if he so thinks fit) to serve Notice of Surrender in like Manner and under like Regulations (save and except the Offer of Rent at which the Tenant would continue to hold the Premises) as herein-before directed; and such Tenant shall be entitled to receive the Value of his Tenant Right, or Compensation otherwise, as in this Act before enacted: Provided always, that no Landlord shall be required to agree to any Offer of Sale or Purchase which would cause any Subdivision of the Premises contained in the Occupancy, and let by such Landlord to a single Tenant; and provided also, that it shall be lawful for any Landlord to take Defence against any Claim made as above on the Grounds that the Person offered as Purchaser could not be considered as being a "solvent Tenant;" and in case the Landlord shall give Evidence thereof to the Satisfaction of the Arbitrators or other adjudicating Tribunal, the Claim of the Tenant shall not be allowed.

Tenant, if refused Liberty to sell to a solvent Tenant, may give Notice of Surrender, and claim Compensation or Value for Tenant Right.

Provide: Landlord not to be required to sanction an Offer of Purchase for a separate Part of any Occupancy let to a single Tenant.

Provide: the Landlord may plead that the Person proposed as Purchaser would not be a solvent Tenant.

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XII. If

Tenant may pull down, sell, and carry away the Materials of Buildings erected by himself, if not paid for, or Allowance made by the Landlord or by the Award of the Arbitrators.

XII. If any Tenant shall have erected Buildings on the Premises in his Occupation, and shall not make claim for Compensation for the same, or for the Value of the Tenant Right of such Occupancy, or if such Tenant shall have made claim, and Compensation shall be refused by the Landlord, or by the Award of any Arbitrators, 5 or by the Decision of any Court or Jury, on the Grounds of the Buildings not being suitable to the Premises, or for any other Cause, it shall be lawful for the Tenant to pull down and sell or carry away the Materials of such Buildings, and such Tenant shall not be liable to any Penalties or Action for Waste or Dilapidation for 10 his so doing, provided he leaves the Premises in the same Condition as before the Erection of such Buildings.

Recites that Improvements have not been made by Tenants from Want of Security.

XIII. And whereas for Want of Security for Capital expended by Tenants in the permanent Improvement of their Farms no Improvements in numerous Cases have been made, and it is expedient to 15 promote the making of Improvements, and to protect from Eviction Tenants who may be willing to make them: And whereas Security for improving Tenants is now provided by this Act, and it is therefore just and expedient that fair Opportunity should be afforded for industrial Expenditure by Tenants now in occupation who may not 20 have before entitled themselves to make such Improvements: and who shall be willing and desirous to make claim under its Provisions: Be it therefore enacted, That no Tenant, as herein-before defined, not being now entitled to claim the Benefits of this Act, shall be liable to be ejected by any Landlord for the Period of

Tenants desirous to improve not to be ejected for a Time limited, paying a Rent by Valuation. If Improvements be made within such Time, the Tenant entitled to the Benefits of the Act.

to be computed from the next, provided he 25 so long pays the "fair Rent" for his Holding, as herein-before defined, the Amount of such Rent to be determined in manner before directed in other Cases; and if at the End of that Period he shall have made any Improvements on his Premises of the Kind herein-before described, he shall then be entitled to claim and obtain the 30 Benefit of this Act.

Recites that from Failure of Crops and Reduction of Prices Arrears have accumulated on Tenants, impossible to be paid.

XIV. And whereas by reason of the Failure of the Crops which have occurred during the last Years, the Increase of local Taxation, and other Causes, Arrears of Rent have in many Cases accumulated upon Tenants which it is impossible for them to pay, 35 and which operate as a great Discouragement to the Employment of Labour, and the Application of Capital and Industry to the Improvement of Land; and it is expedient to relieve Tenants from such Discouragement, and to adjust the Claims upon them for Rent accrued during those Years, upon a fair Estimate of the actual 40 Produce of their Farms, and of the Prices which might have been obtained

obtained for such Produce, and of the Money Value of the Share thereof to which the Landlords may be equitably entitled, in respect of Rent, according to the true Intent and Meaning of the Construction of the Term "fair Rent" herein-before given: Be it enacted,
 5 That it shall be lawful for any Tenant who shall have been in possession of his Land for the Space of Years next before the passing of this Act, and on whom Arrears of Rent, have accumulated before the passing of this Act, to make claim upon his Landlord, in the Manner herein-before provided in respect of Claims for Compensation and Reduction of Rent, for an Adjustment and Composition of such Arrears, and in case he shall not be able to agree with such Landlord upon such Adjustment and Composition, or on the Amount thereof, to refer the Matter of such Claim to Arbitration, in the same Manner as herein-before provided for the Settlement of Claims for
 10 Compensation and Reduction of Rent; and it shall be lawful for the Arbitrators to determine the Amount of such Composition, and at what Time, and by what Instalments, if any, the same shall be paid: Provided always, that whenever the Amount of such Instalments or such Composition, ascertained by any Award made or given with respect to any Claim for such Adjustment and Composition, shall be equal to One whole Year's Rent of the Land in respect of which such Adjustment shall take place, it shall be lawful for the Landlord (subject to the Provisions of this Act) to proceed against the Tenant for the Recovery of the same, and to evict him for Nonpayment thereof,
 25 as in the Case of One Year's Rent being in arrear he is now by Law entitled to do.

Tenants in occupation for Years may claim an Adjustment by Arbitration, in manner provided in other Cases of Settlement of Rent under this Act.

Power to the Landlord to recover such adjusted Arrears.

XV. This Act shall extend only to Ireland.

Act for Ireland.

Tenant Right (Ireland).

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B I L L

To provide for the better securing of and regulating the Custom of Tenant Right as practised in the Province of Ulster, and to secure Compensation to improving Tenants who may not make claims under the said Custom, and to limit the Power of Eviction in certain Cases.

*(Prepared and brought in by
Mr. Moore and Mr. Mayne.)*

*Ordered, by The House of Commons, to be Printed,
20 February 1838*

Under 2 c.

[Bill 48.]